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DELPHI CONNECTION SYSTEMS, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

DELPHI CONNECTION SYSTEMS,
LLC,

Plaintiff,

vs.

KOEHLKE COMPONENTS, INC. and
THOMAS KOEHLKE,

Defendants.

KOEHLKE COMPONENTS, INC.,

Counter-claimant,

vs.

DELPHI CONNECTION SYSTEMS,
LLC,

Counter-defendant.

Case No. 8:12-cv-01356-CJC (ANx)

[Assigned to the Hon. Arthur Nakazato]

**[PROPOSED] CONFIDENTIALITY
ORDER**

[PROPOSED] CONFIDENTIALITY ORDER

1 The Court, having considered the Parties' Stipulation for Entry of
2 Confidentiality Order, and finding good cause in support thereof, hereby issues the
3 following Confidentiality Order:

4 1. This Order shall govern disclosure and use by the Parties of all
5 documents, testimony and other materials and information produced in this Action by
6 any Party or non-party required to give testimony and/or produce documents (a
7 "Disclosing Party" or a "Designating Party").

8 2. As used in this Order, the term "Receiving Party" shall mean any party
9 who is the recipient of information supplied by a Disclosing Party and the term
10 "documents" shall mean all written material, electronically-stored images and data,
11 videotapes and all other tangible items, produced in whatever format (e.g., hard copy,
12 electronic, digital, etc.) and on whatever media (e.g., hard copy, videotape, computer
13 diskette, CD-ROM, DVD, hard drive or otherwise).

14 3. All Protected Material (as defined below) to be produced by a Disclosing
15 Party in this litigation shall only be used, shown or disclosed as provided in this
16 Order. Any person or entity in possession of Protected Material as a result of the
17 production of such materials in this Action shall maintain those materials in a secure
18 manner, so as to avoid disclosure of their contents. The restrictions provided in this
19 Order with respect to the handling, disclosure and dissemination of Protected
20 Material shall also apply to notes, reports, documents or communications which
21 summarize, reference, describe or discuss the Protected Material in a way that may
22 disclose any portion of the Protected Material.

23 4(A). A Disclosing Party may designate as "Confidential" any information or
24 documents produced in discovery, pursuant to legal process, or exchanged informally
25 for purposes of settlement, if the person making the "Confidential" designation
26 reasonably believes, in good faith, that the material so designated contains or
27 constitutes non-public or confidential commercial, proprietary, or other technical
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business or financial information, including but not limited to accounting records, revenues, costs, profits, pricing and overhead; and supplier, distributor, or customer lists or information, including but not limited to names, addresses, phone numbers, and email addresses.

4(B). A Disclosing Party may designate as “Highly Confidential – Attorneys’ Eyes Only” any information or documents produced in discovery, pursuant to legal process, or exchanged informally for purposes of settlement, if the person making the designation reasonably believes, in good faith, that the material so designated contains or constitutes highly confidential or sensitive information that is not publicly available, such as confidential research and development information, business strategy including future business plans, and trade secrets as defined under California Civil Code § 3426.1.

4(C). Documents or information designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” shall be referred to herein as “Protected Material.”

5. The designation of Protected Material shall be made at the time of disclosure by placing the word “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” on each page of the material so designated, or, in the case of deposition testimony, as provided below. Inadvertent failure to designate Protected Material may be remedied by subsequent written notice. Effective upon the giving of any such subsequent written notice, the information, documents or testimony designated as Protected Material in the subsequent notice shall be deemed subject to this Order.

6. To the extent Protected Material or information obtained from such material is used in depositions and/or as trial exhibits, such documents or information shall remain subject to the provisions of this Order, along with the transcript pages of the deposition testimony and/or trial testimony dealing with the Protected Material.

1 7. Any Party may designate as Protected Material any portion(s) of a
2 deposition transcript that the Designating Party, in good faith, reasonably believes to
3 contain Protected information according to the criteria set forth in paragraph 4 above.
4 The Designating Party shall advise the court reporter and counsel in a writing sent to
5 all Parties within a reasonable period of time after the transcript becomes available of
6 any portions of a deposition to be treated as Protected Material.

7 8(A). Documents or information designated as “Confidential” shall only be
8 disclosed or shown to the following persons: (a) the Court and necessary court
9 personnel; (b) the Parties (including their officers, directors, employees, in-house
10 counsel and agents having direct responsibility for this Action); (c) the Parties’
11 attorneys of record (and employees of the attorneys’ law firms); (d) court reporters
12 transcribing depositions or testimony in the Action; (e) persons who are witnesses in
13 the Action (including deposition witnesses), but only insofar as reasonably necessary
14 for the prosecution and defense of the Action; (f) persons shown on the face of a
15 document as being an author, recipient, or copy recipient of the document, but only
16 with respect to documents containing such persons’ names and only insofar as
17 reasonably necessary for the prosecution and defense of the Action; (g) experts and
18 consultants retained by a Party in connection with the Action (including persons
19 working under the direction or control of such experts and consultants); (h) outside
20 photocopying, graphic production services, litigation support services, or
21 investigators employed by the Parties or their counsel; and (i) any other person
22 agreed to in writing by the Designating Party.

23 8(B). Documents or information designated as “Highly Confidential –
24 Attorney’s Eyes Only” shall only be disclosed or shown to the following persons: (a)
25 the Court and necessary court personnel; (b) the Parties’ attorneys of record (and
26 employees of the attorneys’ law firms); (c) court reporters transcribing depositions or
27 testimony in the Action; (d) persons shown on the face of a document as being an
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1 author, recipient, or copy recipient of the document, but only with respect to
2 documents containing such persons' names and only insofar as reasonably necessary
3 for the prosecution and defense of the Action; (e) experts and consultants retained by
4 a Party in connection with the Action (including persons working under the direction
5 or control of such experts and consultants); (f) outside photocopying, graphic
6 production services, litigation support services, or investigators employed by the
7 Parties or their counsel; and (g) any other person agreed to in writing by the
8 Designating Party.

9 9. All persons to whom Protected Material is disclosed shall, before that
10 disclosure, be advised that the Protected Material is being disclosed pursuant to the
11 terms of the Order. All persons to whom Protected Material is disclosed shall, before
12 the disclosure, execute the Certification attached hereto as Exhibit A. The provisions
13 of this paragraph shall not apply to the Court or its personnel.

14 10. If any person seeks to file or lodge Protected Material with any court in a
15 manner so that, in the ordinary course, such Protected Material will be placed in a
16 publicly accessible court file, the person seeking to file or lodge such material shall
17 take all reasonable steps under the rules of that court to cause the Protected Material
18 to be filed under seal, including, with respect to this Court, the procedures contained
19 in Local Rule 79-5 and the procedures contained in this Court's Procedures for
20 Presenting Documents Electronically for Sealing.

21 11. If at any time any Protected Material is subpoenaed by any person or
22 entity purporting to have authority to require the production thereof, the person to
23 whom the subpoena is directed shall promptly give written notice, and include a copy
24 of the subpoena or request, to all Parties and, if applicable, to the Disclosing Party.
25 The person to whom the subpoena is directed shall make all reasonable good faith
26 efforts to provide the Disclosing Party a reasonable period of time in which to seek to
27 quash the subpoena, or to move for any protection of the Protected Material, before
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1 the person to whom the subpoena is directed takes any action to comply with the
2 subpoena.

3 12. The burden of proving that a document or testimony constitutes
4 Protected Material is on the Disclosing Party. Prior to designating any material as
5 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only,” the Disclosing
6 Party shall make a bona fide determination that the material is, in fact, appropriately
7 designated pursuant to paragraph 4 above. If a Receiving Party disagrees with the
8 designation of any documents, the Receiving Party will so notify the Disclosing Party
9 in writing, identifying the material subject to the objection and specifying in
10 reasonable detail the reasons for the objection. Upon receipt of any such objection,
11 the Parties shall promptly meet and confer in an effort to resolve their differences.
12 The Parties shall work in good faith to resolve any disputes, and shall not
13 unreasonably withhold documents from being disclosed to deposition witnesses
14 without substantial justification for doing so. If the disagreement cannot be resolved,
15 the objecting Party may file, within a reasonable time, an application or motion with
16 the Court for relief from designation of the material as Protected Material. The Party
17 who designated the Protected Material shall have the burden of showing, on such
18 application or motion, that the material being objected to was appropriately
19 designated as Protected Material. The material subject to the objection shall be
20 maintained as Protected Material until such time as the objecting Party’s motion for
21 relief has been ruled on.

22 13. Within ninety (90) days after entry of an order or judgment finally
23 terminating the Action, including all related court proceedings and appeals, Protected
24 Material in a Party’s possession, including all paper and electronic copies thereof
25 (except for Protected Material designated by that Party) shall either be destroyed or
26 returned to the person who originally produced or provided the Protected Material.

1 The provisions of this paragraph shall not apply to pleadings, motions, briefs,
2 affidavits, attorney notes, transcripts, or Court opinions and orders.

3 14. This Order shall not be construed to affect in any way the admissibility
4 of any document, testimony, or other evidence at trial or hearing in this Action.

5 15. Each Party shall have the responsibility, through counsel, to advise the
6 Party designating Protected Material of any losses or compromises of the
7 confidentiality of material so designated. It shall be the responsibility of the Party
8 that lost or compromised the Protected Material to take reasonable measures to limit
9 the loss or unauthorized disclosure.

10 16. Nothing in this Order shall: be construed to limit any Party's use or
11 disclosure of its own documents, materials, or information designated as Protected
12 Material; prevent or in any way limit disclosure, use, or dissemination of any
13 information or documents that are publicly available, publicly known or available
14 from some source other than in connection with this Action; prejudice the rights of
15 any Party to introduce into evidence at trial any document, testimony, or other
16 evidence; or the right of any Party to object to the authenticity or admissibility into
17 evidence of any document, testimony, or other evidence.

18 17. This Order may not be waived, modified, abandoned or terminated, in
19 whole or part, except by court order. If any provision of this Order is held invalid for
20 any reason, the remaining provisions shall not be affected.

21 18. Any Party may apply to the Court for further or additional
22 confidentiality orders or for the modification of this Order.

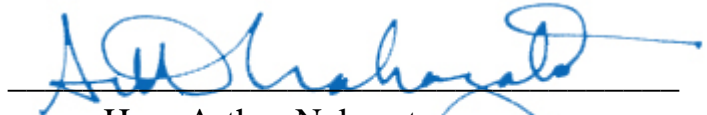
23 19. After termination of this Action, the provisions of this Order shall
24 continue to be binding. This Court retains and shall have jurisdiction over the Parties
25 and recipients of the Protected Material for enforcement of the provisions of this
26 Order following termination of this Action.

1 20. This Order shall be binding upon the Parties and their attorneys,
2 successors, executors, personal representatives, administrators, heirs, legal
3 representatives, assigns, divisions, employees, agents, independent contractors, or
4 other persons or organizations over which they have control.

5 21. All persons described in paragraphs 8 and 9 above shall not, under any
6 circumstance, sell, offer for sale, advertise, or publicize either the Protected
7 Materials, the confidential information contained in them, or the fact that such
8 persons have obtained the Disclosing Party's confidential information.

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10 IT IS SO ORDERED.

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12 Date: August 4, 2014

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14 Hon. Arthur Nakazato
15 United States Magistrate Judge
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DYKEMA GOSSETT LLP
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EXHIBIT A
CERTIFICATION

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

DELPHI CONNECTION SYSTEMS,
LLC,

Plaintiff,

vs.

KOEHLKE COMPONENTS, INC. and
THOMAS KOEHLKE,

Defendants.

KOEHLKE COMPONENTS, INC.,

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DELPHI CONNECTION SYSTEMS,
LLC,

Counter-defendant.

Case No. 8:12-cv-01356-CJC (ANx)

[Assigned to the Hon. Arthur Nakazato]

**CERTIFICATION OF
COMPLIANCE WITH
CONFIDENTIALITY ORDER**

I certify my understanding that Protected Material is being provided or may be provided to me pursuant to the terms and restrictions of the _____, 2014 Confidentiality Order in the above-captioned case. I further certify that I have received and read the Confidentiality Order, and I agree to be bound by the terms thereof.

Name: _____